



FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

**AUG 14 2012**

Iraj J. Zand  
Raymond Sehayek  
Residence Sezan  
1195 Hursinel  
Switzerland

RE: MUR 6463

Dear Messrs. Zand and Sehayek:

This is in reference to the complaint you filed with the Federal Election Commission on March 22, 2011 concerning Jack Antaramian and Mona Antaramian. On April 10, 2012, the Federal Election Commission ("Commission") reviewed the allegations in your complaint and on the basis of information provided in your complaint, and information provided by the Respondents, made the following findings:

- Reason to believe that ADCN and Jack Antaramian, as an officer of ADCN, violated 2 U.S.C. § 441b(a) by respectively making, and consenting to, a prohibited in-kind contribution to the Democratic National Committee ("DNC") in the form of office space, and related office services, used by the DNC in 2009 and 2010.
- Reason to believe that Jack Antaramian, in his individual capacity, violated 2 U.S.C. § 441a(a)(1)(B) in 2009 by making an excessive in-kind contribution to the DNC by paying moving and electrical expenses associated with this office space.
- Dismiss the allegation that Mona Antaramian violated the Act with regard to in-kind contributions she may have made to the Democratic National Committee by paying for office expenses.
- Reason to believe that Jack Antaramian violated 2 U.S.C. § 441a(a)(1)(B) by making an excessive in-kind contribution to the DNC and 2 U.S.C. § 441a(a)(3)(B) by exceeding his 2007-08 biennial limit, in connection with an October 2008 fundraising event organized by the Obama Victory Fund ("OVF") that benefited the DNC.

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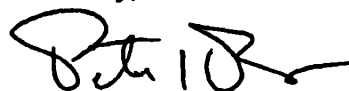
- No reason to believe that Mona Antaramian violated 2 U.S.C. § 441a(a)(3) by exceeding her biennial contribution limit for the 2008 election cycle; no reason to believe that Jack Antaramian violated the Act with regard to allegations that he used funds from foreign or other sources to make federal contributions; no reason to believe that Jack Antaramian, Mona Antaramian, David Antaramian, or Yasmeen Wilson violated 2 U.S.C. § 441f by making contributions in the name of others or allowing their names to be used to effect such contributions; and no reason to believe that the Antaramian Family Trust violated the Act or Commission regulations in this matter.
- Found reason to believe that the DNC violated 2 U.S.C. § 441b(a) by accepting corporate contributions, 2 U.S.C. § 441a(f) by accepting excessive in-kind contributions, and 2 U.S.C. § 434(b) by not reporting the contributions, in connection with office space used by the DNC in 2009 and 2010. Regarding allegations of in-kind contributions made by Jack Antaramian in connection with an October 2008 fundraising event organized by the OVF that benefited the DNC, the Commission found reason to believe that the DNC violated 2 U.S.C. § 441a(f) by accepting the in-kind contribution, and that the OVF and the DNC violated 2 U.S.C. § 434(b) by not reporting the in-kind contribution. The Commission dismissed the allegations as to OFA and closed the file as to it.
- Voted to dismiss the allegations as they pertain to Pettit Square.

On July 31, 2012, conciliation agreements signed by the respondents were accepted by the Commission. Accordingly, the Commission closed the file in this matter on July 31, 2012.

Documents related to the case will be placed on the public record within 30 days. See Statement of Policy Regarding Disclosure of Closed Enforcement and Related Files, 68 Fed. Reg. 70,426 (Dec. 18, 2003) and Statement of Policy Regarding Placing First General Counsel's Reports on the Public Record, 74 Fed. Reg. 66132 (Dec. 14, 2009). Copies of the Conciliation Agreements and Factual and Legal Analyses are enclosed for your information.

If you have any questions, please contact me at (202) 694-1650.

Sincerely,



Peter G. Blumberg  
Assistant General Counsel

Enclosures  
Conciliation Agreements  
Factual and Legal Analyses

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**BEFORE THE FEDERAL ELECTION COMMISSION**

2012 MAY -7 PM 1:35

In the Matter of )  
Antaramian Development Corporation of Naples )  
John "Jack" Joseph Antaramian )

MUR 6463

OFFICE OF GENERAL  
COUNSEL

**CONCILIATION AGREEMENT**

This matter was initiated by a signed, sworn, and notarized complaint by Iraj J. Zand and Raymond Sehayek. The Federal Election Commission ("Commission") found reason to believe that Respondents Antaramian Development Corporation of Naples and John "Jack" Joseph Antaramian violated 2 U.S.C. § 441b(a), and that Jack Antaramian also violated 2 U.S.C. §§ 441a(a)(1)(B) and 441a(a)(3)(B).

NOW, THEREFORE, the Commission and Respondents, having participated in informal methods of conciliation, prior to a finding of probable cause to believe, do hereby agree as follows:

I. The Commission has jurisdiction over Respondents and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 2 U.S.C. § 437g(a)(4)(A)(i).

II. Respondents have had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. Respondents enter voluntarily into this agreement with the Commission.

IV. The pertinent facts in this matter are as follows:

1. The Antaramian Development Corporation of Naples ("ADCN") is a for-profit Florida corporation whose president and owner is Jack Antaramian.

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2. The Democratic National Committee ("DNC") is a national political party committee within the meaning of 2 U.S.C. §§ 431(4) and 431(14). Its treasurer is Andrew Tobias. Organizing for America ("OFA") is project of the DNC.

3. The Obama Victory Fund ("OVF") is a political committee within the meaning of 2 U.S.C. § 431(4). Pursuant to 11 C.F.R. § 102.17, the OVF served as a joint fundraising representative that conducted fundraising events during the 2008 election cycle, disbursing its proceeds to the DNC and to Obama for America, the principal campaign committee of Barack Obama.

4. The Federal Election Campaign Act of 1971, as amended ("the Act"), defines a "contribution" to include, *inter alia*, "anything of value made by any person for the purpose of influencing any election to Federal office." 2 U.S.C. § 431(8)(A)(i). The Commission's regulations provide that "anything of value" includes all in-kind contributions, including the provision of goods or services without charge or at a charge which is less than the usual and normal charge for such goods or services. 11 C.F.R. § 100.52(d)(1).

5. A corporation is prohibited from making contributions in connection with any election of any candidate for federal office. *See* 2 U.S.C. § 441b(a). In addition, section 441b(a) prohibits any officer or director of any corporation from consenting to any contribution made by the corporation.

6. Pursuant to the Act's limits for the 2008 election cycle, no person shall make contributions to the political committees established and maintained by a national political party in a calendar year which, in the aggregate, exceed \$28,500. 2 U.S.C. § 441a(a)(1)(B). Pursuant to the Act's limits for the 2010 election cycle, no person shall

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make contributions to the political committees established and maintained by a national political party in a calendar year which, in the aggregate, exceed \$30,400. *Id.*

7. The \$108,200 biennial limit for the 2007-08 election cycle is comprised of a \$42,700 limit to candidate committees, *see* 2 U.S.C. § 441a(a)(3)(A), and a \$65,500 limit "in the case of any other contributions," of which not more than \$42,700 "may be attributable to contributions to political committees which are not political committees of national political parties." 2 U.S.C. § 441a(a)(3)(B).

8. Pettit Square Partners, LLC ("Pettit Square"), leased office space to ADCN for a four year period starting on July 1, 2009. ADCN was to begin paying a monthly rate of \$3,639.58 to Pettit Square starting on January 1, 2010, due at the beginning of each month through the end of the lease on June 30, 2013. The DNC and OFA first occupied the space on July 23, 2009 and remained in it through March 3, 2010. However, there was no sublease or modification of the lease between ADCN and Pettit Square, and the DNC did not pay any rent for the duration of its occupancy.

9. Pettit Square filed a lawsuit against ADCN and the DNC in March 2010 to evict the DNC, and to recover rent for the use of the space. As part of a litigation settlement, the DNC paid \$29,117 to Pettit Square by check dated October 29, 2010. Accordingly, the DNC accepted that amount as an in-kind contribution by conducting its operations on the premises for over seven months without charge, and ADCN made an in-kind corporate contribution to the DNC by allowing the DNC to use the space.

10. Jack Antaramian and ADCN made in-kind contributions in connection with setting up and operating the above office space that included (1) \$487.50 paid by Jack Antaramian for professional movers to move furniture and a copy machine

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to the office, (2) \$511.06 paid by Jack Antaramian for an electrician to install new electrical outlets for the OFA, and (3) \$135 paid by ADCN for services performed on computer systems at the OFA office.

11. Given that Jack Antaramian had reached his 2009 contribution limit to the DNC before it started occupying the premises, his payments constituted excessive in-kind contributions to the DNC. The payment by ADCN constituted an in-kind corporate contribution to which Antaramian consented.

12. Jack Antaramian also made an in-kind contribution in connection with an October 8, 2008 OVF fundraising event at the Naples Bay Resort by paying \$24,184.54 in catering costs, service charges, rental equipment costs, and other event expenses. At the time of the event, Jack Antaramian had reached his \$2,300 contribution limit to Obama for America, *see* 2 U.S.C. § 441a(a)(1)(A), and had contributed \$22,700 to the DNC, leaving him with a remaining limit of \$5,800 to the DNC. *See* 2 U.S.C. § 441a(a)(1)(B). Accordingly, he exceeded his 2008 contribution limit to the DNC by \$18,384.54.

13. Jack Antaramian made total direct contributions of \$62,400 during the 2008 election cycle, comprised of \$37,400 to state party committees, \$22,700 to the DNC, and \$2,300 to Obama for America. His direct contributions to non-candidate committees, when added to his 2008 in-kind contributions to the DNC, exceeded his limit for "other contributions" at U.S.C. § 441a(a)(3)(B) by \$18,784.54.

V. 1. Respondents made or consented to making a prohibited contribution in the form of office space used by the DNC in 2009 and 2010 and payment for expenses associated with office space used by the DNC, in violation of 2 U.S.C. § 441b(a).

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2. Respondent Jack Antaramian made an excessive contribution to the DNC in 2008 and 2009 and exceeded his biennial limit for the 2008 election cycle, in violation of 2 U.S.C. §§ 441a(a)(1)(B) and 441a(a)(3)(B).

3. Respondents will cease and desist from violating 2 U.S.C. §§ 441b(a), 441a(a)(1)(B) and 441a(a)(3)(B).

VI. Respondents will pay a civil penalty to the Federal Election Commission in the amount of Fifteen Thousand Dollars (\$15,000), pursuant to 2 U.S.C. § 437g(a)(5)(A).

VII. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1) concerning the matters at issue herein or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

VIII. This agreement shall become effective as of the date that all parties hereto have executed same and the Commission has approved the entire agreement.

IX. Respondents shall have no more than 30 days from the date this agreement becomes effective to comply with and implement the requirement(s) contained in this agreement and to so notify the Commission.

X. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

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FOR THE COMMISSION:

Anthony Herman  
General Counsel

BY: Daniel Petalas / CG  
Daniel A. Petalas  
Associate General Counsel  
for Enforcement

8-13-12  
Date

FOR THE RESPONDENTS:

Michael J. Lillard  
Position: Attorney For  
Respondents

May 4, 2012  
Date

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**BEFORE THE FEDERAL ELECTION COMMISSION**

In the Matter of	)	
	)	MUR 6463
Democratic National Committee and	)	
Andrew Tobias, as treasurer	)	
Obama Victory Fund and	)	
Andrew Tobias, as treasurer	)	

**CONCILIATION AGREEMENT**

This matter was initiated by a signed, sworn, and notarized complaint by Iraj J. Zand and Raymond Sehayek. The Federal Election Commission ("Commission") found reason to believe that Respondent Democratic National Committee ("DNC") and Andrew Tobias, in his official capacity as treasurer, violated 2 U.S.C. §§ 441a(f), 441b(a) and 434(b), and that Respondent Obama Victory Fund ("OVF") and Andrew Tobias, in his official capacity as treasurer, violated 2 U.S.C. § 434(b).

NOW, THEREFORE, the Commission and Respondents, having participated in informal methods of conciliation, prior to a finding of probable cause to believe, do hereby agree as follows:

I. The Commission has jurisdiction over Respondents and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 2 U.S.C. § 437g(a)(4)(A)(i).

II. Respondents have had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. Respondents enter voluntarily into this agreement with the Commission.

IV. The pertinent facts in this matter are as follows:

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1. The DNC is a national political party committee within the meaning of 2 U.S.C. §§ 431(4) and 431(14). Its treasurer is Andrew Tobias. Organizing for America is a project of the DNC.

2. OVF is a political committee within the meaning of 2 U.S.C. § 431(4). Pursuant to 11 C.F.R. § 102.17, OVF served as a joint fundraising representative that conducted fundraising events during the 2008 election cycle, disbursing its proceeds to the DNC and to Obama for America, the principal campaign committee of Barack Obama. Its treasurer is Andrew Tobias.

3. The Antaramian Development Corporation of Naples ("ADCN") is a for-profit Florida corporation whose president and owner is Jack Antaramian.

4. The Federal Election Campaign Act of 1971, as amended ("the Act"), defines a "contribution" to include, *inter alia*, "anything of value made by any person for the purpose of influencing any election to Federal office." 2 U.S.C. § 431(8)(A)(i). The Commission's regulations provide that "anything of value" includes all in-kind contributions, including the provision of goods or services without charge or at a charge which is less than the usual and normal charge for such goods or services. 11 C.F.R. § 100.52(d)(1).

5. A corporation is prohibited from making contributions in connection with any election of any candidate for federal office. See 2 U.S.C. § 441b(a).

6. Pursuant to the Act's limits for the 2008 election cycle, no person shall make contributions to the political committees established and maintained by a national political party in a calendar year which, in the aggregate, exceed \$28,500, and no political committee shall knowingly accept such excessive contributions. 2 U.S.C.

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§§ 441a(a)(1)(B) and 441a(f). Pursuant to the Act's limits for the 2010 election cycle, no person shall make contributions to the political committees established and maintained by a national political party in a calendar year which, in the aggregate, exceed \$30,400, and no political committee shall knowingly accept such excessive contributions. *Id.*

7. All political committees are required to file reports of their receipts and disbursements. 2 U.S.C. § 434(a). For unauthorized committees such as the DNC, these reports must itemize all contributions that aggregate in excess of \$200 per calendar year. 2 U.S.C. § 434(b)(3)(A), 11 C.F.R. § 104.3(a)(4). Any in-kind contribution must also be reported as an expenditure on the same report. 11 C.F.R. §§ 104.3(b) and 104.13(a)(2).

8. For joint fundraising events, the fundraising representative shall report all funds received in the reporting period in which they are received; each participating political committee shall itemize its share of gross receipts as contributions from the original contributors to the extent required under 11 C.F.R. § 104.3(a). *See* 2 U.S.C. § 434(b) and 11 C.F.R. § 102.17(c)(8).

9. Pettit Square Partners, LLC ("Pettit Square"), leased office space to ADCN for a four-year period starting on July 1, 2009. The lease did not require ADCN to begin paying a monthly rate of \$3,639.58 to Pettit Square until January 1, 2010, due at the beginning of each month through the end of the lease on June 30, 2013. The DNC first occupied the space on July 23, 2009 and remained in it through March 3, 2010. However, there was no sublease or modification of the lease between ADCN and Pettit Square, and the DNC did not pay any rent for the duration of its occupancy, resulting in the receipt of an in-kind contribution.

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10. Pettit Square filed a lawsuit against ADCN and the DNC in March 2010 to recover rent for the use of the space. As part of a litigation settlement, the DNC paid \$29,117 to Pettit Square by check dated October 29, 2010. The payment was approximately \$3,639.58 per month for the period that the DNC occupied the office, an amount that it contends was the fair market value.

11. The DNC also received and failed to account for various in-kind contributions in the form of payments by others for office equipment, services, and utilities. These in-kind contributions included (1) \$487.50 paid by Jack Antaramian for professional movers to move furniture and a copy machine to the office, (2) \$511.06 paid by Jack Antaramian for an electrician to install new electrical outlets, and (3) \$135 paid by ADCN for services performed on computer systems at the office, (4) a \$500 rental charge covered by Brompton Road Partners, LLC for the use of the copy machine by the DNC, and (5) \$888.16 paid by Mona Antaramian in 2009 and 2010 for electric bills and internet/phone bills associated with the office. The DNC contends that it did not initially realize that such goods and services had been paid for by Jack Antaramian and others. The DNC later made reimbursements for the relevant expenses.

12. The payments by Jack and Mona Antaramian for moving expenses, electrical services, and utilities constituted excessive contributions because they had each reached their 2009 contribution limits to the DNC before it started occupying the premises. The in-kind contributions from ADCN in the form of payment of computer expenses constituted corporate contributions.

13. Jack Antaramian also made an in-kind contribution in connection with an October 8, 2008 OVF fundraising event at the Naples Bay Resort by paying

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\$24,184.54 in catering costs, service charges, rental equipment costs and other event expenses. At the time of the event, Jack Antaramian had reached his \$2,300 contribution limit to Obama for America, *see* 2 U.S.C. § 441a(a)(1)(A), and had contributed \$22,700 to the DNC, leaving him with a remaining limit of \$5,800 to the DNC. *See* 2 U.S.C. § 441a(a)(1)(B). Accordingly, Jack Antaramian exceeded his 2008 contribution limit to the DNC by \$18,384.54.

14. As OVF paid for other expenses associated with the event at the Naples Bay Resort, it contends that it did not initially realize that Jack Antaramian had paid for the relevant catering and event costs, and thus the DNC and OVF accepted this in-kind contribution by using or consuming the items associated with the event without reimbursing Jack Antaramian, and failed to report the contribution. The DNC later reimbursed Antaramian for the relevant expenses.

V. 1. Respondent Democratic National Committee and Andrew Tobias, in his official capacity as treasurer, received and failed to report corporate and excessive contributions in the form of office space used by the DNC in 2009 and 2010 and payments by others for related office expenses, in violation of 2 U.S.C. §§ 441a(f), 441b(a) and 434(b).

2. Respondent Democratic National Committee and Andrew Tobias, in his official capacity as treasurer, received and failed to report an excessive contribution from Jack Antaramian in connection with an October 2008 fundraising event, in violation of 2 U.S.C. §§ 441a(f) and 434(b).

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3. Respondent Obama Victory Fund and Andrew Tobias, in his official capacity as treasurer, failed to report a contribution from Jack Antaramian in connection with an October 2008 fundraising event, in violation of 2 U.S.C. § 434(b).

4. Respondents will cease and desist from violating 2 U.S.C. §§ 441a(f), 441b(a) and 434(b).

VI. Respondents will pay a civil penalty to the Federal Election Commission in the amount of Sixteen Thousand Dollars (\$16,000), pursuant to 2 U.S.C. § 437g(a)(5)(A).

VII. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1) concerning the matters at issue herein or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

VIII. This agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire agreement.

IX. Respondents shall have no more than 30 days from the date this agreement becomes effective to comply with and implement the requirement(s) contained in this agreement and to so notify the Commission.

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X. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

FOR THE COMMISSION:

Anthony Herman  
General Counsel

BY: Daniel Petalas by KR  
Daniel A. Petalas  
Associate General Counsel  
for Enforcement

8-13-12  
Date

FOR THE RESPONDENTS:

Andrew Tobias  
Position: TREASURER

7/13/12  
Date

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**FEDERAL ELECTION COMMISSION**

**FACTUAL AND LEGAL ANALYSIS**

**RESPONDENTS:** Democratic National Committee and MUR 6463  
Andrew Tobias, in his official capacity as treasurer  
Organizing for America, Florida (a project of the  
Democratic National Committee)  
Obama Victory Fund and Andrew Tobias, in his  
official capacity as treasurer

**I. INTRODUCTION**

This matter was generated by a complaint filed with the Federal Election Commission by Iraj J. Zand and Raymond Sehayek, alleging violations of the Federal Election Campaign Act of 1971, as amended ("the Act"), by the Democratic National Committee ("DNC") and Andrew Tobias, in his official capacity as treasurer, Organizing for America, Florida (a project of the DNC) ("OFA"), and the Obama Victory Fund ("OVF") and Andrew Tobias, in his official capacity as treasurer (collectively, "Respondents").

**II. FACTUAL AND LEGAL ANALYSIS**

The complainants allege, in their initial complaint and in two supplemental submissions, that Respondents engaged in unlawful activities involving corporate contributions, contributions in the name of another, excessive contributions, and unreported in-kind contributions, in violation of the Act.

**A. Allegations of In-Kind Contributions Made to the DNC in Connection with Pettit Square Property**

The complaint makes two basic allegations in connection with the DNC's use of office space at a commercial building in Naples, Florida. The space is located in a building owned by Pettit Square Partners, LLC ("Pettit Square"), which, in turn, Pettit Square had leased to the Antaramian Development Corporation of Naples ("ADCN"). First, the complaint alleges that



1 ADCN, a for-profit Florida corporation whose president and owner is John “Jack” Joseph  
2 Antaramian, allowed the DNC to occupy the office space free of charge for several months,  
3 resulting in a prohibited in-kind contribution from ADCN. Second, the complaint alleges that  
4 the DNC received donations of furnishings and payments for other items or services in  
5 connection with the office space.

6 **1. The DNC’s Failure to Pay Rent**

7 Pettit Square leased the office space to ADCN for a four-year period starting on July 1,  
8 2009, to be used, pursuant to the terms of the lease, “for a general office and/or retail use only.”  
9 Ex. G of Complaint (3/22/11). ADCN was to begin paying a monthly rate of \$3,639.58 to Pettit  
10 Square starting on January 1, 2010, due at the beginning of each month through the end of the  
11 lease on June 30, 2013. *Id.* It appears that as an inducement to ADCN to enter into a four-year  
12 lease, Pettit Square was willing to waive the usual rent charge for the first six months of the lease  
13 term. The lease required ADCN to secure Pettit Square’s consent prior to subleasing the  
14 premises. *Id.* Pettit Square claims that ADCN, through Jack Antaramian, sublet the space to the  
15 DNC without Pettit Square’s knowledge or permission, from July 23, 2009 through March 3,  
16 2010.

17 Although the purpose for which ADCN initially rented this office space in July of 2009 is  
18 unclear, emails between DNC representatives and Jack and Mona Antaramian in May and June  
19 of 2009, just prior to the start of the lease term, suggest that the DNC knew of this office space  
20 and planned to use it to house staff of OFA – which the DNC refers to as “a project of the DNC.”  
21 Exs. N & P of Complaint (3/22/11). The DNC appears to have first occupied the space on July  
22 23, 2009 and remained in it through March 3, 2010.

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1           There was no sublease or modification of the lease between ADCN and Pettit Square, and  
2           the DNC did not pay any rent for the duration of its occupancy. Pettit Square filed a lawsuit  
3           against ADCN and the DNC in March 2010 to evict the DNC, and to recover rent for the use of  
4           the space. The DNC contends that there was confusion on the part of local staff as to who was  
5           “providing the space, whether the use of the space could be accepted as an in-kind contribution  
6           to the DNC, and whether it was necessary to pay or treat the use of the space as an in-kind  
7           contribution given that no rent was due under the lease” until January 2010. DNC Response at 3  
8           (5/17/11). The DNC asserts there was also a miscommunication between local staff and DNC  
9           operations staff as to who would enter into the sublease and pay the rent. *Id.* The DNC claims  
10          that it was not until the lawsuit was filed that it “became clear” that rent was due, and that it  
11          “immediately investigated the matter and offered to pay the fair market value of the rent . . . .”  
12          *Id.* at 3-4.

13          As part of a litigation settlement, the DNC paid \$29,117 to Pettit Square by check dated  
14          October 29, 2010. Ex. M of Complaint (3/22/11). The DNC responds that it paid fair market  
15          value for the use of the space.

16          Under the Act, a “contribution” includes “anything of value made by any person for the  
17          purpose of influencing any election to Federal office.” 2 U.S.C. § 431(8)(A)(i). The  
18          Commission’s regulations provide that “anything of value” includes all in-kind contributions,  
19          including the provision of goods or services without charge or at a charge less than the usual and  
20

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1 normal charge for such goods or services. 11 C.F.R. § 100.52(d)(1). Assuming the \$29,117  
2 settlement was based on the fair market value of the rent,<sup>1</sup> and regardless of any  
3 miscommunication or confusion over the use of the office space or who may have been the  
4 beneficiary of a lease inducement, it appears that the DNC knowingly accepted that amount as an  
5 in-kind contribution by conducting its operations on the premises for over seven months without  
6 charge.

7 A corporation is prohibited from making contributions in connection with any election of  
8 any candidate for federal office. *See* 2 U.S.C. § 441b(a). In addition, section 441b(a) prohibits  
9 any officer or director of any corporation from consenting to any contribution by the corporation.  
10 The information indicates that ADCN, a corporation, made a prohibited in-kind contribution to  
11 the DNC by allowing the DNC to use the space free of charge. Therefore, there is reason to  
12 believe the Democratic National Committee and Andrew Tobias, in his official capacity as  
13 treasurer, violated 2 U.S.C. § 441b(a) by accepting the contribution.

14 In addition, all political committees are required to file reports of their receipts and  
15 disbursements. 2 U.S.C. § 434(a). For unauthorized committees such as the DNC, these reports  
16 must itemize all contributions that aggregate in excess of \$200 per calendar year. 2 U.S.C.  
17 § 434(b)(3)(A), 11 C.F.R. § 104.3(a)(4). Any in-kind contribution must also be reported as an  
18 expenditure on the same report. 11 C.F.R. §§ 104.3(b) and 104.13(a)(2). Because the DNC did  
19 not report receiving the in-kind contribution, there is also reason to believe that the Democratic  
20 National Committee and Andrew Tobias, in his official capacity as treasurer, violated 2 U.S.C.  
21 § 434(b).

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<sup>1</sup> If the DNC had been subsumed under the terms of the lease, it would have been required, after six months, to begin paying a monthly rate of \$3,640 throughout the remainder of the four-year lease period. *See* Ex. G of Complaint. The \$29,117 settlement amount approximated the equivalent of eight months' rent at the \$3,640 rate (\$3,640 x 8 = \$29,120).

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1 Finally, since OFA appears to be merely a “project” of the DNC and not a separate entity,  
2 the Commission dismisses the allegations as to Organizing for America, Florida.

3 **2. Office Furnishings and Utilities**

4 The complaint alleges that the Antaramians also made in-kind contributions of “furniture,  
5 fixtures, utilities, and moving services . . .” to the DNC in connection with the office space the  
6 OFA/DNC occupied from July 23, 2009 through March 3, 2010, and attaches copies of emails  
7 discussing the items and various invoices. Complaint at 3, Exs. N, O. Respondents appear to  
8 acknowledge that inadvertent in-kind contributions may have been made by Jack and Mona  
9 Antaramian, ADCN, and Brompton Road Partners, an LLC that had been leasing a copy machine  
10 used by the OFA/DNC for approximately seven weeks. A May 6, 2011 letter from the  
11 Antaramians’ counsel to the DNC requested reimbursement for the following payments made in  
12 connection with setting up and operating the office space:

- 13 • \$487.50 paid by Jack Antaramian for professional movers to move furniture and a copy  
14 machine to the office (invoice dated June 8, 2009);  
15
- 16 • \$511.06 paid by Jack Antaramian for an electrician to install new electrical outlets for the  
17 OFA (invoice dated June 11, 2009);  
18
- 19 • \$500 rental charge covered by Brompton Road Partners, LLC for the use of the copy  
20 machine by OFA/DNC from July 23 to September 7, 2009;  
21
- 22 • \$135 paid by ADCN for services performed on computer systems at the OFA office  
23 (invoice dated August 18, 2009); and  
24
- 25 • \$888.16 paid by Mona Antaramian in 2009 and 2010 for electric bills and internet/phone  
26 bills associated with the office.  
27

28 The DNC asserts that some expenses “occurred and were paid for before [it] occupied the  
29 space or were paid for or provided” without its “direct knowledge.” DNC Response at 4  
30 (5/17/11). The DNC states, however, that it has reimbursed the above expenses pursuant to the

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1 Antaramian counsel's request. *Id.* at 1. Regardless of how or when the payments were made,  
2 the DNC appears to have knowingly accepted each of the items by using the office space and all  
3 of its associated furnishings, equipment, and utilities. Because the costs of the items exceeded  
4 the \$200 itemization threshold (the \$135 payment by ADCN exceeds the threshold when  
5 combined with the value of office space it provided to the DNC), there is reason to believe that  
6 the Democratic National Committee and Andrew Tobias, in his official capacity as treasurer,  
7 violated 2 U.S.C. § 434(b) by not reporting these contributions.

8 Moreover, these contributions raise additional problems under the Act. Pursuant to the  
9 Act's limits for the 2010 election cycle, no person was permitted to make contributions to the  
10 political committees established and maintained by a national political party in a calendar year  
11 that, in the aggregate, exceed \$30,400, and no political committee was permitted knowingly to  
12 accept such excessive contributions. 2 U.S.C. §§ 441a(a)(1)(B) and 441a(f). Given that Jack  
13 and Mona Antaramian had each reached their 2009 contribution limits to the DNC before it  
14 started occupying the premises, there is reason to believe that the Democratic National  
15 Committee and Andrew Tobias, in his official capacity as treasurer, accepted excessive  
16 contributions in violation of 2 U.S.C. § 441a(f). In addition, regarding ADCN's payment for  
17 services performed on computer systems at the OFA office, there is reason to believe that the  
18 Democratic National Committee and Andrew Tobias, in his official capacity as treasurer,  
19 violated 2 U.S.C. § 441b(a) by accepting a corporate contribution.

20 **B. Allegations in Connection with October 2008 Fundraiser**  
21 **Held at Naples Bay Resort**  
22

23 In a supplemental filing, the complainants also allege that Jack Antaramian made an in-  
24 kind contribution to the OVF in connection with an October 8, 2008 fundraising event at the  
25 Naples Bay Resort. Attached to the filing are invoices and other documents indicating that he

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1 may have paid a total of \$24,184.54 in event-related charges. Exs. C-J of Complaint (7/25/11).  
2 The OVF is a joint fundraising committee that conducted fundraising events during the 2008  
3 election cycle, disbursing its proceeds to the DNC and to Obama for America, the principal  
4 campaign committee of Barack Obama. The available information indicates that \$24,184.54 in  
5 catering costs, service charges, rental equipment costs and other fundraising event expenses were  
6 charged to Jack Antaramian's personal account. A September 11, 2011 letter from Antaramian's  
7 counsel, addressed to the DNC, requests reimbursement for the expenses. The DNC states that it  
8 is "issuing payment for the expenses" identified in counsel's letter. DNC Response at 2  
9 (7/29/11). According to a letter from Antaramian's counsel to the Commission dated March 30,  
10 2012, Antaramian received reimbursement from the DNC on March 26, 2012 in the amount of  
11 \$24,184.54.

12 The OVF and the DNC appear to have knowingly accepted an in-kind contribution from  
13 Jack Antaramian by using or consuming the items without reimbursing him. See MUR 6447  
14 (Steele) (candidate committee accepted in-kind contributions by not reimbursing individual who  
15 paid for, *inter alia*, catering and security services at fundraiser; see Conciliation Agreement  
16 dated Aug. 24, 2011). Based on a review of the 2008 disclosure reports filed by Obama for  
17 America and the DNC, at the time of the event, Jack Antaramian had reached his \$2,300  
18 contribution limit to the former committee, see 2 U.S.C. § 441a(a)(1)(A), and had contributed  
19 \$22,700 to the DNC, leaving him with a remaining limit of \$5,800 to the DNC. See 2 U.S.C.  
20 § 441a(a)(1)(B) (\$28,500 limit - \$22,700 = \$5,800). After attributing \$5,800 of Antaramian's  
21 \$24,184.54 in-kind contribution in connection with the event to the DNC, it appears that he  
22 exceeded his 2008 contribution limit by \$18,384.54. Accordingly, there is reason to believe the

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1 Democratic National Committee and Andrew Tobias, in his official capacity as treasurer,  
2 violated 2 U.S.C. § 441a(f) by knowingly accepting the contribution.

3 Both the OVF and the DNC were required to report Antaramian's in-kind contribution.  
4 *See* 2 U.S.C. § 434(b) and 11 C.F.R. § 102.17(c)(8) (fundraising representative shall report all  
5 funds received in the reporting period in which they are received; each participating political  
6 committee shall itemize its share of gross receipts as contributions from original contributors to  
7 the extent required under 11 C.F.R. § 104.3(a)). Because the OVF and the DNC did not report  
8 the in-kind contribution, there is reason to believe that the Obama Victory Fund and Andrew  
9 Tobias, in his official capacity as treasurer, and the Democratic National Committee and Andrew  
10 Tobias, in his official capacity as treasurer, each violated 2 U.S.C. § 434(b).

11 **C. Alleged Contributions Made From Foreign or Other Sources**  
12

13 The complainants, who are British citizens and therefore foreign nationals under the Act,  
14 *see* 2 U.S.C. § 441e(b), allege that Jack Antaramian may have used funds from foreign or other  
15 unlawful sources to make political contributions. They describe a series of wire transactions  
16 occurring from September 2001 through January 2004 that resulted in a transfer of \$1 million for  
17 an "investments entry fee" from their personal accounts to the Antaramian Family Trust, in order  
18 to "participate with Jack in real estate development projects in Naples, Florida." Complaint at 3  
19 (3/22/11). The complaint asserts that, because Jack Antaramian's assets are tied to the  
20 Antaramian Family Trust, "it is likely that Jack has been utilizing the . . . Trust, along with other  
21 offshore funds in which Jack may have laundered money, to make his political contributions."  
22 *Id.*

23 In a supplemental filing, complainants allege that they have "recently uncovered further  
24 information on the potential source of funds" used by Jack Antaramian to make contributions in

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1 2009. Complaint supplement at 1 (6/16/11). The first alleged source consists of proceeds from  
2 the sale of a London residence that was purchased with funds allegedly provided to the  
3 Antaramian Family Trust. Jack Antaramian allegedly transferred the funds to his U.S. bank  
4 account in early March 2009, after which time he made \$30,400 in contributions to the DNC.  
5 The second alleged source of funds was derived from proceeds of a "mortgage fraud possibly  
6 perpetrated" by Jack Antaramian in connection with a Florida real estate project. *Id.* at 1-2.

7 The DNC responds that, when it received contributions from Antaramian, "none of the  
8 factors set out at 11 C.F.R. § 110.20(a)(5), which could indicate a contribution from a foreign  
9 national, were present."<sup>2</sup> DNC Response at 2-3 (5/17/11). As to other sources of funds that  
10 Antaramian allegedly used to make contributions, the DNC contends that the complaint does not  
11 assert that the DNC violated the Act, and that the Commission does not have any jurisdiction  
12 over violations of other laws or civil claims not implicating the Act. DNC Response at 1-2  
13 (7/13/11).

14 Foreign nationals are prohibited from making, directly or indirectly, a contribution or  
15 donation to a committee of a political party. *See* 2 U.S.C. § 441e(a)(1)(B). Further, no person  
16 shall knowingly provide "substantial assistance" in the making of such a contribution or  
17 donation, and no foreign national shall direct, dictate, control, or directly or indirectly participate  
18 in the decisionmaking process of any person making such a contribution or donation. 11 C.F.R.  
19 § 110.20(h) and (i).

20 It is highly speculative for the complainants to assert that investment funds they wired to  
21 Jack Antaramian from 2001 to 2004 (whether received by him or by a trust controlled by him)

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<sup>2</sup> Under 11 C.F.R. § 110.20(a)(5), facts relevant to the issue of whether such a contribution was "knowingly" received include whether (i) the contributor or donor uses a foreign passport or passport number for identification purposes; (ii) the contributor or donor provides a foreign address; (iii) the contributor or donor makes a contribution or donation by means of a check or other written instrument drawn on a foreign bank or by a wire transfer from a foreign bank; or (iv) the contributor or donor resides abroad.



1 were used years later to make political contributions. More fundamentally, even if some or all of  
2 the investment funds at issue remained in an account used by Jack Antaramian to make  
3 contributions, there are no facts in the complaint suggesting that the funds comprising the  
4 contributions were not his own or under his control. The complainants do not allege, for  
5 example, that they directed Jack Antaramian to use their funds to make specific contributions  
6 and that he did so, or that they were otherwise involved in Antaramian's decisionmaking process  
7 when he made his contributions. *See* 11 C.F.R. § 110.20(i). Similarly, the complaint does not  
8 include any facts suggesting that other sources of funds were not controlled by Antaramian, such  
9 as the proceeds from the sale of a London residence; further, allegations that funds were derived  
10 from a mortgage fraud "possibly perpetrated" by him – even if there were such a fraud – would  
11 be outside of the Act's purview.

12 The Commission has stated that "unwarranted legal conclusions from asserted facts or  
13 mere speculation will not be accepted as true" and "purely speculative charges, especially when  
14 accompanied by a direct refutation, do not form an adequate basis to find reason to believe that a  
15 violation of the FECA has occurred." *See* Statement of Reasons, MUR 4960 (Hillary Rodham  
16 Clinton for Senate Exploratory Committee, issued December 21, 2000) (citations omitted).

17 Here, there are no facts supporting the assertion that the funds at issue were not under  
18 Jack Antaramian's control or that the complainants made specific contributions or donations  
19 through him. The allegations rest on sheer speculation that has been directly refuted, thus  
20 providing an insufficient basis for an investigation.

21 Accordingly, there is no reason to believe that the Democratic National Committee and  
22 Andrew Tobias, in his official capacity as treasurer, violated the Act by receiving funds from  
23 foreign or other sources.

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**D. Alleged Contributions Made by Jack Antaramian  
in the Names of Family Members**

The complaint alleges that, “[i]n light of the in-kind contributions Jack made to the DNC at Pettit Square, a review of the FEC Individual Contribution Lists also raises concerns that other contributions made by Mona [Antaramian], David [Antaramian], and Yasmeen [Wilson] were actually funded by Jack.” Complaint at 4 (3/22/11). The complaint appears to suggest that, based on David Antaramian’s and Yasmeen Wilson’s family ties to Jack Antaramian and questions about their income, the funds comprising their contributions to the DNC during the 2008 and 2010 election cycles may have come from Jack Antaramian or another source. *Id.*

The DNC asserts that it has no knowledge that any contributions it received were made in the name of another. DNC Response at 1-2 (7/13/11).

The Act provides that no person shall make a contribution in the name of another person or knowingly permit his or her name to be used to effect such a contribution. 2 U.S.C. § 441f. Any candidate or political committee who knowingly accepts or receives any contribution prohibited by 2 U.S.C. § 441f also violates the Act. *Id.* The allegation that Jack Antaramian made contributions in the names of family members appears to be based on mere speculation. The complainants’ attempt to draw inferences based on the contributors’ family ties and their level of income is far too attenuated to support a finding of reason to believe there is a violation of the Act. *See* MUR 5538 (Friends of Gabbard) (Commission found no reason to believe that the respondents violated 2 U.S.C. § 441f; General Counsel’s Report adopted by Commission stated that allegations that persons of certain occupations “must not have the means to make contributions, even relatively large ones, are themselves entirely speculative; to leap from those conclusions to conclusions that those persons’ contributions must have been reimbursed is to pile speculation upon speculation”). *See also* Statement of Reasons, MUR 4960.

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- 1           Accordingly, there is no reason to believe that the Democratic National Committee and
- 2   Andrew Tobias, in his official capacity as treasurer, violated 2 U.S.C. § 441f.

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**FEDERAL ELECTION COMMISSION****FACTUAL AND LEGAL ANALYSIS****RESPONDENT: Pettit Square Partners, LLC****MUR 6463****I. INTRODUCTION**

This matter was generated by a complaint filed with the Federal Election Commission by Iraj J. Zand and Raymond Sehayek, alleging violations of the Federal Election Campaign Act of 1971, as amended ("the Act"), by Pettit Square Partners, LLC.

**II. FACTUAL AND LEGAL ANALYSIS**

The complaint alleges that Antaramian Development Corporation of Naples ("ADCN"), a for-profit Florida corporation whose president is John "Jack" Joseph Antaramian, allowed the Democratic National Committee ("DNC") to occupy office space free of charge for several months, in a commercial building in Naples, Florida owned by Pettit Square Partners, LLC ("Pettit Square").

Pettit Square leased the office space to ADCN for a four-year period starting on July 1, 2009, to be used, pursuant to the terms of the lease, "for a general office and/or retail use only." Ex. G of Complaint (3/22/11). ADCN was to begin paying a monthly rate of \$3,639.58 to Pettit Square starting on January 1, 2010, due at the beginning of each month through the end of the lease on June 30, 2013. *Id.* It appears that as an inducement to ADCN to enter into a four-year lease, Pettit Square was willing to waive the usual rent charge for the first six months of the lease term. The lease required ADCN to secure Pettit Square's consent prior to subleasing the premises. *Id.* Pettit Square claims that ADCN, through Jack Antaramian, sublet the space to the DNC without Pettit Square's knowledge or permission, from July 23, 2009 through March 3,

1 2010. Response at 1-2. Pettit Square operated under a written operating agreement. *See*  
2 Response, Exhibit B.

3 Although the purpose for which ADCN initially rented this office space in July 2009 is  
4 unclear, emails between DNC representatives and Jack and Mona Antaramian in May and June  
5 2009, just prior to the start of the lease term, suggest that the DNC knew of this office space and  
6 planned to use it to house staff of Organizing for America ("OFA") -- which the DNC refers to as  
7 "a project of the DNC." Exs. N & P of Complaint (3/22/11). The DNC appears to have first  
8 occupied the space on July 23, 2009 and remained in it through March 3, 2010. There was no  
9 sublease or modification of the lease between ADCN and Pettit Square, and the DNC did not pay  
10 any rent for the duration of its occupancy. Pettit Square filed a lawsuit against ADCN and the  
11 DNC in March 2010 to evict the DNC, and to recover rent for the use of the space. As part of a  
12 litigation settlement, the DNC paid \$29,117 to Pettit Square by check dated October 29, 2010.  
13 Ex. M of Complaint (3/22/11).

14 Under the Act, a "contribution" includes "anything of value made by any person for the  
15 purpose of influencing any election to Federal office." 2 U.S.C. § 431(8)(A)(i). The  
16 Commission's regulations provide that "anything of value" includes all in-kind contributions,  
17 including the provision of goods or services without charge or at a charge less than the usual and  
18 normal charge for such goods or services. 11 C.F.R. § 100.52(d)(1). Assuming the \$29,117  
19 settlement was based on the fair market value of the rent, and regardless of any  
20 miscommunication or confusion over the use of the office space or who may have been the  
21 beneficiary of a lease inducement, it appears that the DNC accepted that amount as an in-kind  
22 contribution by conducting its operations on the premises for over seven months without charge.

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1       The LLC Operating Agreement of Antaramian/Pettit Square Partners, LLC, which  
2 requires written authorization of both co-managers for “major decisions,” raises a question as to  
3 whether Antaramian, who was both the owner of ADCN and a co-manager of Pettit Square at the  
4 time, could authorize on behalf of Pettit Square the arrangement allowing the DNC to occupy the  
5 space. However, subsequent actions taken by Pettit Square—including filing a lawsuit against  
6 ADCN and the DNC to evict the DNC—suggest that Pettit Square may not have authorized the  
7 DNC to occupy the space or otherwise make an in-kind contribution under the Act. Under these  
8 circumstances, the Commission dismisses the allegations related to Pettit Square. *See Heckler v.*  
9 *Chaney*, 470 U.S. 821, 831 (1985).

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**FEDERAL ELECTION COMMISSION****FACTUAL AND LEGAL ANALYSIS**

**RESPONDENTS:** John "Jack" Joseph Antaramian MUR 6463  
Mona Antaramian  
David Antaramian  
Yasmeen Wilson  
Antaramian Development Corporation of Naples  
Antaramian Family Trust

**I. INTRODUCTION**

This matter was generated by a complaint filed with the Federal Election Commission by Iraj J. Zand and Raymond Sehayek, alleging violations of the Federal Election Campaign Act of 1971, as amended ("the Act"), by John "Jack" Joseph Antaramian, Mona Antaramian, David Antaramian, Yasmeen Wilson, Antaramian Development Corporation of Naples ("ADCN") and the Antaramian Family Trust ("Respondents").

**II. FACTUAL AND LEGAL ANALYSIS**

The complainants allege, in their initial complaint and in two supplemental submissions, that Respondents engaged in unlawful activities involving foreign national contributions, corporate contributions, contributions in the name of another, excessive contributions, and unreported in-kind contributions, in violation of the Act.

**A. Allegationn of In-Kind Contributions Made to DNC in Connection with Pettit Square Property**

The complaint makes two basic allegations in connection with the use of office space by the Democratic National Committee ("DNC") at a commercial building in Naples, Florida owned by Pettit Square Partners, LLC ("Pettit Square"). First, the complaint alleges that ADCN, a for-profit Florida corporation whose president and owner is Jack Antaramian, allowed the DNC to occupy the office space free of charge for several months, resulting in a prohibited in-kind

1 contribution from ADCN. Second, the complaint alleges that Respondents donated furnishings  
2 and paid for other items or services in connection with the office space.

3                   1.     The DNC's Failure to Pay Rent

4             Pettit Square leased the office space to ADCN for a four-year period starting on July 1,  
5 2009, to be used, pursuant to the terms of the lease, "for a general office and/or retail use only."  
6 Ex. G of Complaint (3/22/11). ADCN was to begin paying a monthly rate of \$3,639.58 to Pettit  
7 Square starting on January 1, 2010, due at the beginning of each month through the end of the  
8 lease on June 30, 2013. *Id.* It appears that as an inducement to ADCN to enter into a four-year  
9 lease, Pettit Square was willing to waive the usual rent charge for the first six months of the lease  
10 term. The lease required ADCN to secure Pettit Square's consent prior to subleasing the  
11 premises. *Id.* Pettit Square claims that ADCN, through Jack Antaramian, sublet the space to the  
12 DNC without Pettit Square's knowledge or permission, from July 23, 2009 through March 3,  
13 2010.

14             Although the purpose for which ADCN initially rented this office space in July of 2009 is  
15 unclear, emails between DNC representatives and Jack and Mona Antaramian in May and June  
16 of 2009, just prior to the start of the lease term, suggest that the DNC knew of this office space  
17 and planned to use it to house staff of Organizing for America ("OFA") – which the DNC refers  
18 to as "a project of the DNC." Exs. N & P of Complaint (3/22/11). The DNC appears to have  
19 first occupied the space on July 23, 2009 and remained in it through March 3, 2010.

20             According to Jack Antaramian, he "understood," based on telephone phone conversations  
21 with the DNC, "that the OFA/DNC would be subsumed under the terms of the lease either  
22 through a sublease or through modification of the original lease to be made the original tenant."

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1 Response at 2 (5/06/11). But, there was no sublease or modification of the lease between ADCN  
2 and Pettit Square, and the DNC did not pay any rent for the duration of its occupancy.

3 Respondents assert that when OFA expressed an interest in occupying the space, Jack and  
4 Mona Antaramian informed OFA that they had reached their annual contribution limits to the  
5 DNC and agreed to provide the space only if it could be done without exceeding those limits.

6 Response at 1-2 (5/06/11).<sup>1</sup> Further, DNC representatives appear to have raised concerns in  
7 emails as to whether, and from whom, the DNC would be accepting an in-kind donation. *See*,  
8 *e.g.*, Exs. N & P of Complaint; Ex. 2 of Response (5/06/11).

9 Pettit Square filed a lawsuit against ADCN and the DNC in March 2010 to evict the  
10 DNC, and to recover rent for the use of the space. As part of a litigation settlement, the DNC  
11 paid \$29,117 to Pettit Square by check dated October 29, 2010. Ex. M of Complaint (3/22/11);  
12 Ex. 5 of Response (5/06/11). The response asserts that the settlement paid by the DNC  
13 constituted the “usual and normal” rate for the use of the office space and, thus, there was no  
14 contribution. Response at 3 (5/06/11).

15 Under the Act, a “contribution” includes “anything of value made by any person for the  
16 purpose of influencing any election to Federal office.” 2 U.S.C. § 431(8)(A)(i). The  
17 Commission’s regulations provide that “anything of value” includes all in-kind contributions,  
18 including the provision of goods or services without charge or at a charge less than the usual and  
19 normal charge for such goods or services. 11 C.F.R. § 100.52(d)(1). Assuming the \$29,117

20  

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<sup>1</sup> The DNC reported receiving the maximum \$30,400 contribution from Jack Antaramian on April 30, 2009, and the same amount from Mona Antaramian on March 16, 2009. *See* 2 U.S.C. § 441a(a)(1)(B).

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1 settlement was based on the fair market value of the rent,<sup>2</sup> and regardless of any  
2 miscommunication or confusion over the use of the office space or who may have been the  
3 beneficiary of a lease inducement, it appears that the DNC knowingly accepted that amount as an  
4 in-kind contribution by conducting its operations on the premises for over seven months without  
5 charge.

6 A corporation is prohibited from making contributions in connection with any election of  
7 any candidate for federal office. *See* 2 U.S.C. § 441b(a). In addition, section 441b(a) prohibits  
8 any officer or director of any corporation from consenting to any contribution by the corporation.  
9 The information indicates that ADCN, a corporation, made a prohibited in-kind contribution to  
10 the DNC by allowing the DNC to use the space free of charge, and that Jack Antaramian  
11 consented to the contribution.

12 Accordingly, there is reason to believe that the Antaramian Development Corporation of  
13 Naples and Jack Antaramian violated 2 U.S.C. § 441b(a) by respectively making and consenting  
14 to a prohibited in-kind contribution to the DNC.

15 **2. Office Furnishings and Utilities**

16 The complaint alleges that the Antaramians also made in-kind contributions of “furniture,  
17 fixtures, utilities, and moving services . . .” to the DNC in connection with the office space the  
18 OFA/DNC occupied from July 23, 2009 through March 3, 2010, and attaches copies of emails  
19 discussing the items and various invoices. Complaint at 3, Exs. N, O. Respondents  
20 acknowledge that inadvertent in-kind contributions may have been made by Jack and Mona  
21 Antaramian, ADCN, and Brompton Road Partners, an LLC that had been leasing a copy machine

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<sup>2</sup> If the DNC had been subsumed under the terms of the lease, it would have been required, after six months, to begin paying a monthly rate of \$3,640 throughout the remainder of the four-year lease period. *See* Ex. G of Complaint. The \$29,117 settlement amount approximated the equivalent of eight months’ rent at the \$3,640 rate (\$3,640 x 8 = \$29,120).

1 used by the OFA/DNC for approximately seven weeks. Attached to their response is a May 6,  
2 2011 letter from the Antaramians' counsel to the DNC requesting reimbursement for the  
3 following payments made in connection with setting up and operating the office space:

- 4 • \$487.50 paid by Jack Antaramian for professional movers to move furniture and a copy  
5 machine to the office (invoice dated June 8, 2009);  
6
- 7 • \$511.06 paid by Jack Antaramian for an electrician to install new electrical outlets for the  
8 OFA (invoice dated June 11, 2009);  
9
- 10 • \$500 rental charge covered by Brompton Road Partners, LLC for the use of the copy  
11 machine by OFA/DNC from July 23 to September 7, 2009;  
12
- 13 • \$135 paid by ADCN for services performed on computer systems at the OFA office  
14 (invoice dated August 18, 2009); and  
15
- 16 • \$888.16 paid by Mona Antaramian in 2009 and 2010 for electric bills and internet/phone  
17 bills associated with the office.  
18

19 Ex. 7 of Response (5/06/11). As to the furniture, the response asserts that it consisted of items  
20 discarded by previous tenants and was in "very poor condition," with "no discernable market  
21 value . . . ." *Id.* at 3. The response notes that the property managers discarded the items after the  
22 OFA/DNC vacated the premises, "as they were considered garbage." *Id.*

23 Pursuant to the Act's limits for the 2010 election cycle, no person was permitted to make  
24 contributions to the political committees established and maintained by a national political party  
25 in a calendar year that, in the aggregate, exceed \$30,400. 2 U.S.C. § 441a(a)(1)(B).

26 Therefore, there is reason to believe that, after reaching his annual contribution limit for  
27 2009, Jack Antaramian made an excessive contribution to the DNC in violation of 2 U.S.C.  
28 § 441a(a)(1)(B) by paying moving and electrical costs associated with the property. In addition,  
29 there is reason to believe that the Antaramian Development Corporation of Naples and Jack

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Antaramian violated 2 U.S.C. § 441b(a) by respectively making and consenting to a prohibited contribution to the DNC in the form of ADCN's payment for computer expenses.

Given that Mona's payments caused her to exceed her 2009 contribution limit to the DNC by only \$888.16 at most, and since she does not appear to have otherwise violated the Act in this matter, the Commission dismisses the allegation that Mona Antaramian violated the Act with regard to such contributions.

**B. Allegations in Connection with October 2008 Fundraiser  
Held at Naples Bay Resort**

In a supplemental filing, the complainants also allege that Jack Antaramian made an in-kind contribution to the Obama Victory Fund ("OVF") in connection with an October 8, 2008 fundraising event at the Naples Bay Resort. Attached to the filing are invoices and other documents indicating that he may have paid a total of \$24,184.54 in event-related charges. Exs. C-J of Complaint (7/25/11). The OVF is a joint fundraising committee that conducted fundraising events during the 2008 election cycle, disbursing its proceeds to the DNC and to Obama for America, the principal campaign committee of Barack Obama.

The response states that \$24,184.54 in catering costs, service charges, rental equipment costs and other fundraising event expenses were charged to Jack Antaramian's personal account, a fact "well known" to the DNC and the OVF. Response at 2 (9/16/11). Jack Antaramian "believed that his payment of these expenses would be properly handled by the committees that were responsible for organizing the event," but now is aware that "this was not the case." *Id.* at 2. Attached to the response is a September 9, 2011 letter from counsel, addressed to the DNC, requesting reimbursement for the expenses. *Id.* According to a letter to the Commission from Antaramian's counsel dated March 30, 2012, Antaramian received reimbursement from the DNC on March 26, 2012 in the amount of \$24,184.54.

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1 The OVF and the DNC appear to have knowingly accepted an in-kind contribution from  
2 Jack Antaramian by using or consuming the items without reimbursing him. *See* MUR 6447  
3 (Steele) (candidate committee accepted in-kind contributions by not reimbursing individual who  
4 paid for, *inter alia*, catering and security services at fundraiser; *see* Conciliation Agreement  
5 dated Aug. 24, 2011). Based on a review of the 2008 disclosure reports filed by Obama for  
6 America and the DNC, at the time of the event, Antaramian had reached his \$2,300 contribution  
7 limit to the former committee, *see* 2 U.S.C. § 441a(a)(1)(A), and had contributed \$22,700 to the  
8 DNC, leaving him with a remaining limit of \$5,800 to the DNC. *See* 2 U.S.C. § 441a(a)(1)(B)  
9 (\$28,500 limit - \$22,700 = \$5,800). After attributing \$5,800 of Antaramian's \$24,184.54 in-kind  
10 contribution in connection with the event to the DNC, it appears that he exceeded his 2008  
11 contribution limit by \$18,384.54.

12 Accordingly, there is reason to believe that Jack Antaramian violated 2 U.S.C.  
13 § 441a(a)(1)(B) by making an excessive contribution to the DNC in 2008.

14 **C. Alleged Contributions In Excess of 2008 Cycle Biennial Limits**

15  
16 The complainants' second supplemental filing alleges that Jack and Mona Antaramian  
17 each exceeded their 2008 cycle biennial limit of \$108,200. *See* 2 U.S.C. § 441a(a)(3); 11 C.F.R.  
18 § 110.5. Attached to the filing is a contribution chart purportedly showing that Jack Antaramian  
19 exceeded his limit by \$43,474 and Mona Antaramian exceeded her limit by \$17,987. Exs. A, B-  
20 1 of Complaint (7/25/11). The response asserts that some of the figures in the complainants'  
21 contribution chart "were allocations made by . . . two joint fundraising committees" to which  
22 they contributed; therefore, the reported receipt of the proceeds by the participating committees  
23 should not be counted. Response at 2 (9/16/11).

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1 The \$108,200 biennial limit is comprised of a \$42,700 limit to candidate committees, *see*  
2 2 U.S.C. § 441a(a)(3)(A), and a \$65,500 limit “in the case of any other contributions,” of which  
3 not more than \$42,700 “may be attributable to contributions to political committees which are  
4 not political committees of national political parties.” 2 U.S.C. § 441a(a)(3)(B). Based on a  
5 review of the Antaramians’ reported contributions in 2007 and 2008, it appears that the  
6 complainants double-counted contributions by adding contributions made by Jack and Mona  
7 Antaramian to two joint fundraising committees (the OVF and Committee for Change) to  
8 contributions reported by the candidate and party committees that ultimately received the  
9 fundraising proceeds.

10 After subtracting the contributions to the joint fundraising committees, it appears that  
11 Jack Antaramian made total direct contributions of \$62,400 during the 2008 election cycle,  
12 comprised of \$37,400 to state party committees, \$22,700 to the DNC, and \$2,300 to Obama for  
13 America. Although Jack Antaramian’s contributions to candidates are under the \$42,700 limit  
14 set forth at U.S.C. § 441a(a)(3)(A), his direct contributions to non-candidate committees  
15 ( $\$37,400 + \$22,700 = \$60,100$ ), when added to his 2008 in-kind contributions to the DNC  
16 discussed above in Section II.B ( $\$60,100 + 24,184.54 = \$84,284.54$ ), exceeded his limit for  
17 “other contributions” at U.S.C. § 441a(a)(3)(B) by \$18,784.54 ( $\$84,284.54 - 65,500$ ).

18 Accordingly, there is reason to believe that Jack Antaramian violated 2 U.S.C. § 441a(a)(3)(B).

19 Mona Antaramian made total contributions of \$59,061 during the 2008 election cycle,  
20 comprised of \$28,561 to state party committees, \$25,900 to the DNC, and \$4,600 to Obama for  
21 America. Because her contributions were under each of the limits set forth at 2 U.S.C.  
22 § 441a(a)(3)(A) and (B), there is no reason to believe that Mona Antaramian violated 2 U.S.C.  
23 § 441a(a)(3).

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**D. Alleged Contributions Made From Foreign or Other Sources**

The complainants, who are British citizens and therefore foreign nationals under the Act, *see* 2 U.S.C. § 441e(b), allege that Jack Antaramian may have used funds from foreign or other unlawful sources to make political contributions. They describe a series of wire transactions occurring from September 2001 through January 2004 that resulted in a transfer of \$1 million for an “investments entry fee” from their personal accounts to the Antaramian Family Trust, in order to “participate with Jack in real estate development projects in Naples, Florida.” Complaint at 3 (3/22/11). The complaint asserts that, because Jack Antaramian’s assets are tied to the Antaramian Family Trust, “it is likely that Jack has been utilizing the . . . Trust, along with other offshore funds in which Jack may have laundered money, to make his political contributions.” *Id.*

In a supplemental filing, complainants allege that they have “recently uncovered further information on the potential source of funds” used by Jack Antaramian to make contributions in 2009. Complaint supplement at 1 (6/16/11). The first alleged source consists of proceeds from the sale of a London residence that was purchased with funds allegedly provided to the Antaramian Family Trust. Jack Antaramian allegedly transferred the funds to his U.S. bank account in early March 2009, after which time he made \$30,400 in contributions to the DNC. The second alleged source of funds was derived from proceeds of a “mortgage fraud possibly perpetrated” by Jack Antaramian in connection with a Florida real estate project. *Id.* at 1-2.

The response, which clarifies that the wire transfers were deposited into a personal account owned by Jack and Mona Antaramian and an account owned by a property management and design firm, asserts that money used by Jack Antaramian to make political contributions was earned from many sources of income, including his real estate dealings, and was within his

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1 complete control. Attached to the response is a sworn affidavit in which Jack Antaramian attests  
2 that "I have never made a political contribution on behalf of a foreign national, nor have I been  
3 directed to do so." Ex. 1 of Response (5/06/11). The response further asserts that 2 U.S.C.  
4 § 441e applies only where a foreign national (1) has a decisionmaking role concerning  
5 contributions or (2) has control over the money being contributed – neither of which occurred  
6 here. The response states that the \$1 million payment was a "legitimate business payment to join  
7 in a partnership with Jack" and became part of Jack Antaramian's personal assets; the  
8 complainants "have no control" over the funds. *Id.* at 6. As to the mortgage fraud issue, the  
9 response states that the complaint alleges no specific violation of the Act, and reiterates that the  
10 funds Antaramian used to make contributions "are his and his alone." *Id.* at 1 (7/07/11).

11 Foreign nationals are prohibited from making, directly or indirectly, a contribution or  
12 donation to a committee of a political party. *See* 2 U.S.C. § 441e(a)(1)(B). Further, no person  
13 shall knowingly provide "substantial assistance" in the making of such a contribution or  
14 donation, and no foreign national shall direct, dictate, control, or directly or indirectly participate  
15 in the decisionmaking process of any person making such a contribution or donation. 11 C.F.R.  
16 § 110.20(h) and (i).

17 It is highly speculative for the complainants to assert that investment funds they wired to  
18 Jack Antaramian from 2001 to 2004 (whether received by him or by a trust controlled by him)  
19 were used years later to make political contributions. More fundamentally, even if some or all of  
20 the investment funds at issue remained in an account used by Jack Antaramian to make  
21 contributions, there are no facts in the complaint suggesting that the funds comprising the  
22 contributions were not his own or under his control. The complainants do not allege, for  
23 example, that they directed Jack Antaramian to use their funds to make specific contributions

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1 and that he did so, or that they were otherwise involved in Antaramian's decisionmaking process  
2 when he made his contributions. *See* 11 C.F.R. § 110.20(i). Similarly, the complaint does not  
3 include any facts suggesting that other sources of funds were not controlled by Antaramian, such  
4 as the proceeds from the sale of a London residence; further, allegations that funds were derived  
5 from a mortgage fraud "possibly perpetrated" by him – even if there were such a fraud – would  
6 be outside of the Act's purview.

7 The Commission has stated that "unwarranted legal conclusions from asserted facts or  
8 mere speculation will not be accepted as true" and "purely speculative charges, especially when  
9 accompanied by a direct refutation, do not form an adequate basis to find reason to believe that a  
10 violation of the FECA has occurred." *See* Statement of Reasons, MUR 4960 (Hillary Rodham  
11 Clinton for Senate Exploratory Committee, issued December 21, 2000) (citations omitted).

12 Here, there are no facts supporting the assertion that the funds at issue were not under  
13 Jack Antaramian's control or that the complainants made specific contributions or donations  
14 through him. The allegations rest on sheer speculation that has been directly refuted (including  
15 in a sworn affidavit), thus providing an insufficient basis for an investigation.

16 Accordingly, there is no reason to believe that Jack Antaramian violated the Act by  
17 making or receiving funds from foreign or other sources. Further, there is no reason to believe  
18 that the Antaramian Family Trust violated the Act or Commission regulations in this matter.

19 E. **Alleged Contributions Made by Jack Antaramian**  
20 **in the Names of Family Members**  
21

22 The complaint alleges that, "[i]n light of the in-kind contributions Jack made to the DNC  
23 at Pettit Square, a review of the FEC Individual Contribution Lists also raises concerns that other  
24 contributions made by Mona [Antaramian], David [Antaramian], and Yasmeen [Wilson] were  
25 actually funded by Jack." Complaint at 4 (3/22/11). The complaint appears to suggest that,

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1 based on David Antaramian's and Yasmeeen Wilson's family ties to Jack Antaramian and  
2 questions about their income, the funds comprising their contributions to the DNC during the  
3 2008 and 2010 election cycles may have come from Jack Antaramian or another source. *Id.*

4 The response includes an affidavit sworn to by Jack Antaramian stating "I have never  
5 directed [those individuals] or anyone else to make any political contributions, nor have I  
6 reimbursed them for doing so." Ex. 1 of Response (5/06/11). The response states that Yasmeeen  
7 Wilson receives a salary from ADCN and receives financial gifts from Jack and Mona  
8 Antaramian on a regular basis, and Wilson has complete control over these funds. Also, David  
9 Antaramian is a beneficiary of the Antaramian Family Trust and requests funds from the Trust  
10 for his personal use on a regular basis. *Id.* at 7. A \$30,400 contribution to the DNC "is not  
11 inconsistent with David's spending or financial situation." *Id.*

12 The Act provides that no person shall make a contribution in the name of another person  
13 or knowingly permit his or her name to be used to effect such a contribution. 2 U.S.C. § 441f.  
14 Any candidate or political committee who knowingly accepts or receives any contribution  
15 prohibited by 2 U.S.C. § 441f also violates the Act. *Id.* The allegation that Jack Antaramian  
16 made contributions in the names of family members appears to be based on mere speculation and  
17 is specifically refuted in his sworn affidavit. The complainants' attempt to draw inferences  
18 based on the contributors' family ties and their level of income is far too attenuated to support a  
19 finding of reason to believe there is a violation of the Act. *See* MUR 5538 (Friends of Gabbard)  
20 (Commission found no reason to believe that the respondents violated 2 U.S.C. § 441f; General  
21 Counsel's Report adopted by Commission stated that allegations that persons of certain  
22 occupations "must not have the means to make contributions, even relatively large ones, are  
23 themselves entirely speculative; to leap from those conclusions to conclusions that those persons'

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- 1 contributions must have been reimbursed is to pile speculation upon speculation”). *See also*
- 2 Statement of Reasons, MUR 4960.
- 3       Accordingly, there is no reason to believe that Jack Antaramian, Mona Antaramian,
- 4 David Antaramian, or Yasmeeen Wilson violated 2 U.S.C. § 441f.

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